

EXHIBIT “E”



STEIN | SAKS, PLLC

One University Plaza, Suite 620, Hackensack, NJ 07601 | tel: 201.282.6500 | fax: 201.282.6501 |
www.steinsakslegal.com

Date: 5/19/2023

Dear Sheindle Sofer

Reference is made to your retention of our firm (and to the retainer agreement you have signed with us reflecting same) to pursue your rights under the FCRA.

Please allow me to confirm that you have this day authorized and directed us to disburse any and all proceeds (to a maximum of \$10,000) to which you would be entitled under a settlement or court award under the FCRA matter(s) being handled by us directly to Collective Credit International on account of their work on your behalf to deal with your credit and credit agency issues.

Your signature on the line provided below acknowledges your agreement with the foregoing and would constitute a written authorization and direction to me.

Sincerely,

Stein Saks PLLC

AGREED, ACKNOWLEDGED AND DIRECTED:

Client Name

Sheindle Sofer



STEIN | SAKS, PLLC

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RETAINER AGREEMENT

Sheindle Sofer (“Client”) and **Stein Saks, PLLC** (“Stein Saks”) hereby enter into this agreement (the “Retainer Agreement”) regarding the retention of Stein Saks by Client to provide legal advice and services for suits and issues that may arise under the Fair Credit Reporting Act (“FCRA”). We believe that a clear understanding of the scope of our engagement and fee arrangement will help us to avoid any misunderstandings at a later date. This Retainer Agreement is intended, therefore, to outline the scope of our services and confirm the terms and fee arrangements upon which Stein Saks will render services to Client. This Retainer Agreement shall become effective upon your signing a copy of same.

A. Scope of Representation: Stein Saks agrees to represent Client with respect to potential FCRA claims. Stein Saks will investigate potential claims and if Stein Saks deems such potential claims viable, Stein Saks will file suit on Client’s behalf and/or seek to have the credit bureaus, debt collector(s) or original creditor(s) settle the claim(s). Client has not retained Stein Saks to defend any state court action filed or served upon Client, nor is Stein Saks required to pursue any appeal on Client’s case. Stein Saks cannot and does not guarantee particular results. Stein Saks represents that it is competent and available to handle the types of claims set forth above.

B. Attorneys’ Fees/Contingency Arrangement: Under this Retainer Agreement the Client will never pay any out of pocket legal fees to Stein Saks. That is, Stein Saks will only be paid a legal fee in the event Stein Saks obtains a recovery for Client, whether through legal action or settlement, and such fee will be paid directly from that recovery. **If there is no recovery there will be no fee.** “Recovery” is defined as any cash payments, debt relief or any other tangible economic benefit to Client. The fees outlined below are specific to each and every lawsuit and/or potential claim.

- **Disclosure Concerning FCRA Statutory Cap:** Stein Saks has explained to Client, and Client fully understands and acknowledges, that under the FCRA, statutory damages are set by the statute and capped at one thousand dollars (\$1,000) per violation. Therefore, the maximum amount Client can be awarded by a court for statutory damages is one thousand dollars per violation. Judges often use their discretion to reduce the statutory damages to significantly less than one thousand dollars.

Legal Fee in the Event of Recovery in Court: In the event that the case is adjudicated and decided by a judge or a jury, Client will be entitled to retain the full amount of the monetary award, not including any costs and legal fees awarded. The FCRA provides that attorneys’ fees and court costs incurred to obtain any recovery be paid by the defendant (the debt collector). In the event the court awards attorneys’ fees and/or court costs, Stein Saks shall be entitled to retain all such fees and costs awarded. Stein Saks has explained, and Client understands, that because the FCRA has a statutory cap on damages at \$1,000 per violation, it is likely that any such award of attorneys’ fees will substantially exceed the amount awarded to Client. In light of the statutory cap on damages, and because the statute requires payment of legal fees by the defendant, Client further acknowledges that any such fee is entirely reasonable, even in the event such fee substantially exceeds Client’s recovery amount.



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- **Settlement:** In the event that a settlement is reached, Client shall receive 20% of the total settlement amount but in no event, shall Client shall be entitled to receive more than one thousand dollars (\$1,000), after deducting court costs incurred to obtain the Recovery (if any). The following schedule provides examples to ensure that Client is fully informed and understands the allocation of fees (after deducting court costs, if any) between Stein Saks and Client in connection with a settlement of an FCRA claim or potential claim under this Retainer Agreement:
 - If a case settles for \$1,000, Client would receive a total of \$200.
 - If a case settles for a total \$2,000, Client would receive a total of \$400.
 - If a case settles for a total \$3,000, Client would receive a total of \$600.
 - If a case settles for a total \$4,000, Client would receive a total of \$800.
 - If a case settles for a total \$5,000, Client would receive a total of \$1,000.
 - If a case settles for any amount greater than \$5,000, Client would receive a total of \$1,000 (which is the maximum amount the client could receive for statutory damages).

Stein Saks has explained to Client, and Client fully understands and acknowledges, that this contingency fee arrangement is based on the fact that there is a statutory cap of \$1,000 for recovery under the FCRA (which amount is often reduced by the Court) and that the statute awards attorneys' fees in connection with any such recovery. Actual damages are also only available if Client has proof thereof. Accordingly, Client acknowledges that this attorneys' fees structure is entirely reasonable, even though such attorneys' fees are greater than, and could substantially exceed, the Client's recovery amount in a settlement.

C. Client's Responsibilities. Client agrees to preserve, and prevent the deletion or loss of, all potentially relevant information and evidence connected to Client's claims. Because the statute requires payment of legal fees by the defendant, Client agrees to allow Stein Saks to continue to pursue Client's claims until reasonable legal fees are recovered. Upon settlement of Client's claims, Client agrees to execute a release and settlement agreement.

D. Stein Saks: Stein Saks employs or associates with attorneys who are licensed to practice law in all jurisdictions relevant to this matter. Client authorizes Stein Saks to delegate work to other lawyers or legal assistants. Furthermore, Client authorizes Stein Saks to associate with other counsel whom Stein Saks deems necessary or beneficial to litigate Client's claims. Should Stein Saks associate with other counsel, Stein Saks and associated counsel will assume joint responsibility for the representation, and Stein Saks shall divide the fee with associated counsel. The total amount of Client's attorneys' fees will not increase as a result of the fee division between Stein Saks and associated counsel.

E. Termination: We may withdraw in writing at any time as your lawyer, so long as you are not prejudiced by it. You may terminate us at any time as your lawyer, but we may retain an attorneys' lien for the work we have done in your case.

F. Confidentiality: Stein Saks is not authorized to waive or release any privilege or other protection of information, confidential, secret, or otherwise, obtained from or on behalf of Client. Stein Saks is to keep all confidential, privileged, or secret information confidential. Stein Saks is not authorized to identify Client as a client, e.g., for purposes of marketing or advertising, without Client's prior approval. Upon

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termination of the representation, Stein Saks agrees to return promptly all information obtained from or on behalf of Client to Client. Client understands and acknowledges that Stein Saks may share Client's information with Client's agents who have been authorized by Client to view such information, unless Stein Saks is notified otherwise in writing by Client.

G. No Guarantees: Nothing contained in this Retainer Agreement and nothing in Stein Saks's statements to Client shall be construed as a promise or guarantee about the outcome of the matter. All comments about the outcome of the matter are expressions of opinion only. Copies of all pertinent court papers and correspondence will be mailed or emailed to you for your information. It is firm policy to keep our clients as informed as possible. If you ever have any questions regarding your case, you should call Stein Saks.

H. Outside Attorney Review: Client acknowledges that it has entered into this Retainer Agreement willingly and with a full understand of its contents, including the fee structure. Stein Saks has advised Client that, to the extent Client does not fully understand the contents of this Retainer Agreement, Client should seek the advice of independent counsel prior to entering into this Retainer Agreement.

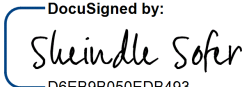
I. Arbitration: In the event that there is any dispute concerning the fees, costs, expenses, disbursements, or representation given to me, the parties agree that such dispute will be brought to conclusion by mandatory binding arbitration before and pursuant to the rules of the NJ Bar Association's Fee Arbitration Committee. Either party may enter on such an arbitration award for enforcement by any court of competent jurisdiction. Either party may serve notice of its intent to arbitrate on the other by certified mail. The arbitration panel's fees and costs shall be borne equally by the parties and the arbitration panel shall have the right to assess costs to the prevailing party. This agreement shall be governed and construed in accordance with the laws of the State of New Jersey without giving effect to conflict of law contained therein.

J. Governing law, modification of this Agreement, entire agreement: This Agreement is to be interpreted in accordance with the laws of the State of New Jersey. The Agreement may not be modified in any way without the express, written agreement of both parties. This represents the entire agreement of the parties.

Stein Saks, PLLC

By: Stein Saks Dated:

AGREED & ACKNOWLEDGED:

Sign: 

Print Name:

Sheindle Sofer

Date: 5/19/2023



STEIN | SAKS, PLLC

Limited Power of Attorney

I hereby appoint Stein Saks, PLLC of One University Plaza, Suite 620, Hackensack, NJ 07601 and all of its members and attorneys as my true and lawful attorney in fact ("Agent") authorizing full power to represent me and to do and perform every action necessary or advisable to be done that I may legally do limited to negotiating the validity, reduction, and payment as may be required of accounts owed to my creditors.

I grant my Agent the specific powers to:

1. Request and receive confidential credit and account information from creditors, credit-reporting agencies, and other third parties who are involved with my credit issues;
2. Receive and execute all items, information, and documents, confidential or otherwise connected with the arbitration of my debt including any documents necessary in the event necessary to retain local counsel;
3. Proactively intervene, intercede close accounts and negotiate the settlement of any and all of my creditor claims and all disputes;
4. Make good faith settlements on my behalf with or without my signature or approval.

Additionally, this Limited Power of Attorney shall serve as formal notice under 15 U.S.C. 1692c(c) to cease all further communication with me except for reasons specifically set forth in the federal law, and to instead contact my Agent Stein Saks, PLLC.

Further, as a creditor or third-party agent of a creditor under the general laws of the Fair Debt Collections Practice Act and the Fair Credit Reporting Acts you are required to work with my designated Agent

I authorize Stein Saks, PLLC to release this Power of Attorney to all or any of my creditors.

Borrower

Print Name

Sheindle Sofer

Signature

DocuSigned by:
Sheindle Sofer
D6E6B0B050EDB403

Date of Birth

Social Security Number

Date

5/19/2023

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification		Give Form to the requester. Do not send to the IRS.
	► Go to www.irs.gov/FormW9 for instructions and the latest information.		
	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	Sheindle Sofer		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		
	<div><input type="checkbox"/> Individual/sole proprietor or single-member LLC</div> <div><input type="checkbox"/> C Corporation</div> <div><input type="checkbox"/> S Corporation</div> <div><input type="checkbox"/> Partnership</div> <div><input type="checkbox"/> Trust/estate</div> <div><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</div> <div>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</div> <div><input checked="" type="checkbox"/> Other (see instructions) ► _____</div>		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
Exempt payee code (if any) _____			
Exemption from FATCA reporting code (if any) _____			
(Applies to accounts maintained outside the U.S.)			
5 Address (number, street, and apt. or suite no.) See instructions.			
Requester's name and address (optional)			
6 City, state, and ZIP code			
Staten Island NY 10314			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)	Social security number
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	or
	Employer identification number
	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	DocuSigned by: Sheindle Sofer UG6B9B000C10E493	Date ► 5/19/2023
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General Instructions	<ul style="list-style-type: none">• Form 1099-DIV (dividends, including those from stocks or mutual funds)• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)• Form 1099-S (proceeds from real estate transactions)• Form 1099-K (merchant card and third party network transactions)• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)• Form 1099-C (canceled debt)• Form 1099-A (acquisition or abandonment of secured property)<ul style="list-style-type: none">Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
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By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: TIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
<ul style="list-style-type: none">• Corporation• Individual• Sole proprietorship, or• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	<ul style="list-style-type: none">CorporationIndividual/sole proprietor or single-member LLC
<ul style="list-style-type: none">• LLC treated as a partnership for U.S. federal tax purposes,• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
<ul style="list-style-type: none">• Partnership	Partnership
<ul style="list-style-type: none">• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



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